

<i>SERFF Tracking Number:</i>	<i>AEGD-125593451</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Transamerica Occidental Life Insurance Co.</i>	<i>State Tracking Number:</i>	<i>38622</i>
<i>Company Tracking Number:</i>	<i>07033 REVISED - INFORMATIONAL</i>		
<i>TOI:</i>	<i>L09I Individual Life - Flexible Premium</i>	<i>Sub-TOI:</i>	<i>L09I.002 Joint (Last Survivor)</i>
	<i>Adjustable Life</i>		
<i>Product Name:</i>	<i>TransAce Survivor 2008 correction - INFORMATIONAL</i>		
<i>Project Name/Number:</i>	<i>TransAce Survivor 2008 correction - INFORMATIONAL/07033/1-12105108 INFORMATIONAL</i>		

Filing at a Glance

Company: Transamerica Occidental Life Insurance Co.

Product Name: TransAce Survivor 2008 correction - INFORMATIONAL
 SERFF Tr Num: AEGD-125593451 State: ArkansasLH

TOI: L09I Individual Life - Flexible Premium
 Adjustable Life
 SERFF Status: Closed State Tr Num: 38622

Sub-TOI: L09I.002 Joint (Last Survivor)
 Co Tr Num: 07033 REVISED - INFORMATIONAL
 State Status: Filed-Closed

Filing Type: Form
 Co Status:
 Author: Paula Sachs
 Date Submitted: 04/03/2008
 Reviewer(s): Linda Bird
 Disposition Date: 04/16/2008
 Disposition Status: Accepted For Informational Purposes

Implementation Date Requested: On Approval
 Implementation Date:

State Filing Description:

General Information

Project Name: TransAce Survivor 2008 correction - INFORMATIONAL	Status of Filing in Domicile: Pending
Project Number: 07033/1-12105108 INFORMATIONAL	Date Approved in Domicile:
Requested Filing Mode: Informational	Domicile Status Comments: Concurrent
Explanation for Combination/Other:	Market Type: Individual
Submission Type: Resubmission	Previous Filing Number: 07033
Group Market Size:	Overall Rate Impact:
Group Market Type:	Filing Status Changed: 04/16/2008
	State Status Changed: 04/16/2008
Deemer Date:	Corresponding Filing Tracking Number:

Filing Description:

This is an informational submission to correct typos on a previously approved form. Policy 1-12105108 was approved by your Department on January 8 and February 19, 2008. Subsequent to the February 8 approval, errors were found on the policy cover and Partial Surrender provision. This filing corrects the cover by changing "Insured" to "both of the Joint Insureds"; and changing "\$25,000" to "\$250,000" in the Partial Surrender provision to reflect the correct minimum face

SERFF Tracking Number: AEGD-125593451 State: Arkansas

Filing Company: Transamerica Occidental Life Insurance Co. State Tracking Number: 38622

Company Tracking Number: 07033 REVISED - INFORMATIONAL

TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.002 Joint (Last Survivor)

Adjustable Life

Product Name: TransAce Survivor 2008 correction - INFORMATIONAL

Project Name/Number: TransAce Survivor 2008 correction - INFORMATIONAL/07033/I-12105108 INFORMATIONAL

amount for this plan.

Please replace the form included in today's submission with the form previously approved.

I apologize for any confusion this may cause. Please feel free to contact me regarding any questions you may have regarding this information filing.

Company and Contact

Filing Contact Information

Paula Sachs, Senior Analyst Paula.Sachs@Transamerica.com
 1150 S. Olive St. (213) 741-7101 [Phone]
 Los Angeles, CA 90015 (213) 741-5839[FAX]

Filing Company Information

Transamerica Occidental Life Insurance Co. CoCode: 67121 State of Domicile: Iowa
 Contract Development T-03-06 Group Code: 185 Company Type:
 1150 S. Olive Street
 Los Angeles, CA 90015 Group Name: State ID Number:
 (213) 742-2241 ext. [Phone] FEIN Number: 95-1060502

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: \$50 per policy
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Transamerica Occidental Life Insurance Co.	\$50.00	04/03/2008	19258303

SERFF Tracking Number: AEGD-125593451 State: Arkansas
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Accepted For Linda Bird Informational Purposes		04/16/2008	04/16/2008

SERFF Tracking Number:	AEGD-125593451	State:	Arkansas
Filing Company:	Transamerica Occidental Life Insurance Co.	State Tracking Number:	38622
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	Adjustable Life		
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Disposition

Disposition Date: 04/16/2008

Implementation Date:

Status: Accepted For Informational Purposes

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: AEGD-125593451 State: Arkansas

Filing Company: Transamerica Occidental Life Insurance Co. State Tracking Number: 38622

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TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.002 Joint (Last Survivor)
Adjustable Life

Product Name: TransAce Survivor 2008 correction - INFORMATIONAL

Project Name/Number: TransAce Survivor 2008 correction - INFORMATIONAL/07033/1-12105108 INFORMATIONAL

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		No
Supporting Document	Application		No
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Form	Joint and Last Survivor Adjustable Life Insurance Policy		Yes

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Project Name/Number: TransAce Survivor 2008 correction - INFORMATIONAL/07033/1-12105108 INFORMATIONAL

Form Schedule

Lead Form Number: 1-12105108

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	1-12105108	Policy/Cont Joint and Last ract/Fratern Survivor Adjustable Life Insurance Policy Certificate		Revised	Replaced Form #: 1- 12105108 Previous Filing #: 07033	50	Policy 1-12105108 rev 04-03.pdf



Transamerica Occidental
Life Insurance Company
Home Office: Cedar Rapids, IA 52499
Marketing Office: Los Angeles, CA 90051
Administrative Office: 4333 Edgewood Road N.E.
Cedar Rapids, IA 52499

POLICY FORM TAS
Individual Life Insurance

JOINT
INSUREDS JOHN AND JANE DOE

SPECIMEN POLICY NUMBER

FACE
AMOUNT \$250,000

FEBRUARY 1, 2008 DATE OF ISSUE

Transamerica Occidental Life Insurance Company will pay the death benefit to the Beneficiary if both of the Joint Insureds die while this policy is in force. All payments are subject to the provisions of this policy. Signed for the Company at Los Angeles, California, on the date of issue.

Secretary

President

Right to Examine and Return Policy Within 10 Days -- At any time within 10 days after you receive this policy, you may return it to us or the agent through whom you bought it. We will cancel the policy and void it from the beginning. We will refund to you any premiums paid.

Joint and Last Survivor Adjustable Life Insurance
Minimum Premium Requirement
Shown in the Policy Data
Flexible Premiums Payable Thereafter
During Life of the Survivor of the Joint Insureds
Prior to the Policy Anniversary nearest Exact Age 121
Subject to the Limitations Described
in the Premiums Provision

Death Benefit Payable at Death of Survivor

Nonparticipating -- No Annual Dividends

**THIS POLICY INCLUDES A PREMIUM QUALIFICATION PROVISION. TO
RECEIVE THIS CREDIT, YOU MUST PAY REQUIRED PREMIUMS NET OF ANY
PARTIAL SURRENDERS ON OR BEFORE THEIR DUE DATE.**

This policy is a legal contract between you, the Owner of this policy,
and Transamerica Occidental Life Insurance Company.

READ YOUR POLICY CAREFULLY

POLICY SUMMARY

We will pay the death benefit to the Beneficiary if both Joint Insureds die while the policy is in force and subject to all policy provisions.

You must pay at least the minimum premium per year during the Required Premium Period shown in the Policy Data and maintain certain policy values or your policy will Lapse. After the Required Premium Period, you may vary the amount of premiums and how often you pay them, within certain limits, as described in the Premiums provision. Generally, you may pay premiums as long as one of the Joint Insureds is living, up to the policy anniversary nearest Exact Age 121.

Additional benefits, if any, are provided by Rider.

This is only a brief description. The insurance is fully described in the various provisions of the policy.

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POLICY DATA

LOAN INTEREST RATE	7.40% IN ADVANCE	FEBRUARY 01, 2008	POLICY DATE
		OPTION L	DEATH BENEFIT OPTION
POLICY NUMBER	SPECIMEN	6.00%	REINSTATEMENT INTEREST RATE
FIRST INSURED	JOHN DOE	35	AGE OF FIRST INSURED
SECOND INSURED	JANE DOE	40	AGE OF SECOND INSURED
FACE AMOUNT	\$250,000		
OWNER	THE INSUREDS	FEBRUARY 01, 2008	DATE OF ISSUE
		PREFERRED NON-SMOKER	CLASS OF RISK FIRST INSURED
		PREFERRED NON-SMOKER	SECOND INSURED

MINIMUM INITIAL PREMIUM: \$ 120.83

PLANNED PERIODIC PREMIUMS: \$ 998.00 ANNUAL

REQUIRED PREMIUM PERIOD: 5 YEARS

REQUIRED PREMIUM PER YEAR FOR THE BASE POLICY: \$ 725.00

REQUIRED PREMIUM PER YEAR FOR THE BASE POLICY AND ALL
ADDITIONAL RIDERS: \$ 725.00

PREMIUM QUALIFICATION CREDIT PERIOD: 5 YEARS
PREMIUM QUALIFICATION CREDIT PERCENTAGE: 2%

GUARANTEED MAXIMUM MONTHLY POLICY FEE: POLICY YEAR 1: \$6
POLICY YEARS 2+: \$10.00

GUARANTEED MAXIMUM MONTHLY EXPENSE
CHARGE PER THOUSAND FOR POLICY YEARS 1-5: 0.1792

GUARANTEED MINIMUM INTEREST RATE: 4.00%

ADMINISTRATIVE CHARGES: 9% OF EACH GROSS PREMIUM

NOTE: THIS POLICY MAY TERMINATE IF:

- (1) THE CASH VALUE MINUS ANY LOAN(S) IS LESS THAN THE MONTHLY DEDUCTION DUE, OR
- (2) A REQUIRED PREMIUM FOR THE BASE POLICY AND ANY ADDITIONAL RIDERS FOR A POLICY YEAR IS NOT PAID BY THE END OF THAT POLICY YEAR.

POLICY DATA (CONTINUED)

TABLE OF GUARANTEED MAXIMUM MONTHLY DEDUCTION RATES PER \$1,000
FOR BASE POLICY *

POLICY YEAR	POLICY EXCLUDING RIDERS	POLICY YEAR	POLICY EXCLUDING RIDERS	POLICY YEAR	POLICY EXCLUDING RIDERS
1	0.000109000	31	0.355494800	61	22.220956958
2	0.000351525	32	0.422021000	62	23.896050542
3	0.000631900	33	0.498436392	63	25.695238700
4	0.000977083	34	0.586687750	64	27.605055033
5	0.001389625	35	0.687442958	65	29.639754883
6	0.001891550	36	0.807928100	66	31.782453900
7	0.002520142	37	0.948395067	67	33.670394908
8	0.003329100	38	1.121504550	68	35.539961292
9	0.004339275	39	1.320098033	69	37.356619400
10	0.005606658	40	1.545029050	70	39.147733675
11	0.007215575	41	1.804525317	71	40.874465758
12	0.009155350	42	2.123152942	72	42.528330558
13	0.011549792	43	2.500514592	73	44.183992625
14	0.014170675	44	2.928991675	74	45.897374525
15	0.017259083	45	3.428869908	75	47.875999850
16	0.021061958	46	4.001556733	76	49.955268758
17	0.025744150	47	4.621041317	77	52.243350475
18	0.031566992	48	5.380860033	78	54.770852775
19	0.038539050	49	6.215373975	79	57.539033792
20	0.047076917	50	7.141818650	80	60.558600208
21	0.057615450	51	8.116724767	81	63.818410658
22	0.070010508	52	8.995606800	82	67.300359517
23	0.084786817	53	10.098242392	83	70.993771233
24	0.100973083	54	11.428660850	84	74.888463992
25	0.120193567	55	12.955904308	85	78.616352200
26	0.143469817	56	14.695212050	86	83.333333333
27	0.171939008	57	16.364233408		
28	0.206909575	58	18.079176342		
29	0.248976625	59	19.111260125		
30	0.298134600	60	20.511270192		

For all years after those shown, the guaranteed maximum monthly deduction rate per \$1,000 is \$0.0000.

* TO FIND THE AMOUNT OF MONTHLY DEDUCTION DURING EACH POLICY YEAR, SEE THE GUARANTEED VALUES SECTION. A POLICY FEE OF \$6.00 WILL BE INCLUDED IN EACH MONTHLY DEDUCTION FOR THE FIRST POLICY YEAR. IN SUBSEQUENT YEARS, THE MONTHLY POLICY FEE WILL NOT EXCEED \$10.00. A MONTHLY EXPENSE CHARGE PER THOUSAND WILL ALSO BE INCLUDED IN EACH MONTHLY DEDUCTION FOR THE FIRST FIVE POLICY YEARS. THE GUARANTEED MAXIMUM MONTHLY EXPENSE CHARGE PER THOUSAND IS SHOWN ON POLICY DATA PAGE 2.

POLICY DATA (CONTINUED)

TABLE OF ILLUSTRATIVE POLICY VALUES AND BENEFITS (1)

GUARANTEED BASIS (2)

END OF POLICY YEAR	PLANNED ANNUALIZED PREMIUM	DEATH BENEFIT	ACCUMULATION VALUE (3)	CASH VALUE(4)
1	\$ 998	\$250,000	\$ 321	\$ 0
2	998	250,000	620	0
3	998	250,000	931	0
4	998	250,000	1,253	0
5	998	250,000	1,587	305
6	998	250,000	2,482	1,317
7	998	250,000	3,395	2,365
8	998	250,000	4,343	3,451
9	998	250,000	5,326	4,548
10	998	250,000	6,344	5,704
11	998	250,000	7,398	6,893
12	998	250,000	8,489	8,102
13	998	250,000	9,617	9,364
14	998	250,000	10,782	10,664
15	998	250,000	11,984	11,984
16	998	250,000	13,225	13,225
17	998	250,000	14,501	14,501
18	998	250,000	15,812	15,812
19	998	250,000	17,157	17,157
20	998	250,000	18,531	18,531
EXACT AGE 60	998	250,000	25,709	25,709
EXACT AGE 65	998	250,000	32,652	32,652

-
- (1) THE ACCUMULATION AND CASH VALUES RESULT FROM INTEREST RATES, MONTHLY DEDUCTIONS, PREMIUM QUALIFICATION CREDITS AND THE TIMELY PAYMENT OF THE PLANNED ANNUALIZED PREMIUMS. PARTIAL SURRENDERS OR LOANS MAY CHANGE THE RESULTS.
- (2) RESULTS CALCULATED ON A GUARANTEED BASIS REFLECT GUARANTEED MAXIMUM MONTHLY DEDUCTIONS AND THE GUARANTEED MINIMUM INTEREST RATE OF 4.0%.
- (3) ACCUMULATION VALUES ILLUSTRATED ON A GUARANTEED BASIS REFLECT ACCUMULATED NET PREMIUMS AND ANY PREMIUM QUALIFICATION CREDIT AMOUNTS PLUS INTEREST AT THE GUARANTEED MINIMUM INTEREST RATE OF 4.0% LESS GUARANTEED MAXIMUM MONTHLY DEDUCTIONS WHICH INCLUDE THE GUARANTEED MAXIMUM MONTHLY POLICY FEE, THE GUARANTEED MAXIMUM MONTHLY EXPENSE CHARGE PER THOUSAND AND THE MONTHLY DEDUCTIONS FOR ANY RIDERS. WHILE A POLICY LOAN(S) EXISTS, THE INTEREST RATE APPLICABLE TO THE CASH VALUE SECURING THE LOAN(S) MAY DIFFER FROM THE INTEREST RATE APPLICABLE TO THE CASH VALUE NOT SECURING THE LOAN(S).
- (4) THE DIFFERENCE BETWEEN THE ACCUMULATION VALUE AND THE CASH VALUE IS THE SURRENDER PENALTY.

PREMIUMS ARE SUBJECT TO REFUND UNDER CONDITIONS DESCRIBED IN THE POLICY.

POLICY DATA (CONTINUED)

TABLE OF SURRENDER PENALTIES PER \$1,000 OF BASE POLICY FACE AMOUNT

SURRENDER PENALTY PERIOD: 15 YEARS

POLICY YEAR	SURRENDER PENALTY FACTOR
1	7.77
2	7.23
3	6.68
4	6.22
5	5.67
6	5.13
7	4.66
8	4.12
9	3.57
10	3.11
11	2.56
12	2.02
13	1.55
14	1.01
15	0.47
16+	0.00

TO CALCULATE THE FULL SURRENDER PENALTY FOR THE BASE POLICY, FIND THE FACTOR FOR THE CURRENT POLICY YEAR. MULTIPLY THIS FACTOR BY THE NUMBER OF THOUSANDS OF FACE AMOUNT OF THE BASE POLICY.

POLICY DATA (CONTINUED)

TABLE OF DEATH BENEFIT FACTORS

POLICY YEAR	DEATH BENEFIT FACTOR	POLICY YEAR	DEATH BENEFIT FACTOR	POLICY YEAR	DEATH BENEFIT FACTOR
1	6.83	40	1.63	79	1.04
2	6.57	41	1.59	80	1.04
3	6.31	42	1.54	81	1.04
4	6.07	43	1.50	82	1.04
5	5.83	44	1.46	83	1.04
6	5.61	45	1.43	84	1.04
7	5.39	46	1.40	85	1.04
8	5.19	47	1.37	86	1.04
9	4.99	48	1.34		
10	4.80	49	1.31		
11	4.61	50	1.29		
12	4.44	51	1.27		
13	4.27	52	1.25		
14	4.11	53	1.23		
15	3.95	54	1.21		
16	3.8	55	1.19		
17	3.66	56	1.18		
18	3.52	57	1.17		
19	3.39	58	1.16		
20	3.26	59	1.15		
21	3.14	60	1.13		
22	3.02	61	1.12		
23	2.91	62	1.11		
24	2.80	63	1.09		
25	2.70	64	1.07		
26	2.61	65	1.04		
27	2.51	66	1.04		
28	2.42	67	1.04		
29	2.34	68	1.04		
30	2.26	69	1.04		
31	2.18	70	1.04		
32	2.10	71	1.04		
33	2.03	72	1.04		
34	1.97	73	1.04		
35	1.90	74	1.04		
36	1.84	75	1.04		
37	1.79	76	1.04		
38	1.73	77	1.04		
39	1.68	78	1.04		

FOR ALL POLICY YEARS AFTER THOSE SHOWN, THE DEATH BENEFIT FACTOR IS 1.04.

POLICY DATA (CONTINUED)

TABLE OF THRESHOLD MONTHLY PREMIUM RATES PER \$1,000
FOR BASE POLICY

POLICY YEAR	THRESHOLD MONTHLY PREMIUM	POLICY YEAR	THRESHOLD MONTHLY PREMIUM	POLICY YEAR	THRESHOLD MONTHLY PREMIUM
1	0.2394	26	0.0297	51	1.4882
2	0.2394	27	0.0357	52	1.5251
3	0.2394	28	0.0431	53	1.5572
4	0.2394	29	0.0520	54	1.5851
5	0.2394	30	0.0625	55	1.6096
6	0.2394	31	0.0747	56	1.6310
7	0.2394	32	0.0890	57	1.6499
8	0.2394	33	0.1053	58	1.6665
9	0.2394	34	0.1243	59	1.6812
10	0.2394	35	0.1460	60	1.6943
11	0.2394	36	0.1719	61	1.7058
12	0.2394	37	0.2022	62	1.7161
13	0.2394	38	0.2394	63	1.7253
14	0.2394	39	0.2823	64	1.7334
15	0.2394	40	0.3309	65	1.7407
16	0.0045	41	0.3869	66	1.7472
17	0.0054	42	0.4557	67	1.7530
18	0.0065	43	0.5373	68	1.7582
19	0.0079	44	0.6300	69	1.7628
20	0.0095	45	0.7381	70	1.7669
21	0.0116	46	0.8621	71	1.7707
22	0.0140	47	0.9962	72	1.7740
23	0.0169	48	1.1606	73	1.7770
24	0.0203	49	1.3413	74	1.7797
25	0.0243	50	1.4454	75	1.7821
				76	1.7842

THRESHOLD PERIOD:

POLICY YEARS 1-76

THRESHOLD INTEREST RATE:

[5.00]%

DEFINITIONS

In this policy:

We, our and **us** means Transamerica Occidental Life Insurance Company.

You and **your** means the Owner of this policy.

Accumulation Value means the policy's total value as described in the Accumulation Values provision.

Administrative Office means Transamerica Occidental Life Insurance Company, 4333 Edgewood Road, N.E., Cedar Rapids, IA 52499

The **Base Policy** is this policy excluding any Riders.

The **Beneficiary** is the person(s) you designate to receive the death benefit under this policy.

Cash Value means the Accumulation Value less any applicable Surrender Penalty.

The **Date of Issue** is shown in the Policy Data.

Exact Age means the age in years of the younger of the Joint Insureds, on that Joint Insured's nearest birthday.

First Death means the death of the first to die of the Joint Insureds.

Free-Look Period means the initial period of time after you first receive this policy and during which you have the right to examine and return this policy for a full refund of any premiums paid. This period is shown on page 1 of the policy.

A **Gross Premium** is 100% of any premium you pay.

Home Office means Transamerica Occidental Life Insurance Company, 4333 Edgewood Road, N.E., Cedar Rapids, Iowa 52499.

Joint Insureds means the two persons whose lives are insured under the policy. The Joint Insureds are shown in the Policy Data.

Lapse means termination of the policy at the end of the grace period due to insufficient premium, unloaned Accumulation Value or unloaned Cash Value. If there is remaining Net Cash Value at the end of the grace period, it will be applied to the Nonforfeiture Option.

Marketing Office means Transamerica Occidental Life Insurance Company, P.O. Box 512101, Los Angeles, California 90051-0101.

The **Maximum Loan Value** is the largest amount you may borrow under the loan provisions.

A **Monthly Deduction** is an amount we withdraw from the Accumulation Value of the policy at the beginning of each policy month.

The **Net Cash Value** is the Cash Value less any existing loans.

A **Net Premium** is a Gross Premium you pay minus the Administrative Charges shown in the Policy Data. All Net Premium payments will become part of the Accumulation Value.

We will send any **Notice** under the provisions of this policy to your last known address and to any assignee of record.

We will use the **Policy Date** shown in the Policy Data to determine the monthly policy dates, policy anniversaries and policy years.

The **Policy Fee** is part of the Monthly Deduction. The guaranteed maximum Policy Fees are shown in the Policy Data. We may charge a lower policy fee than the fee shown in the Policy Data.

A **Policy Loan** is indebtedness to us for a loan secured by this policy.

Reinstate means to restore coverage after the policy has lapsed, subject to the requirements in the Reinstatement provision.

The **Required Premium** is the minimum amount of premium you must pay each policy year for the Base Policy during its Required Premium Period. You may pay all or any part of this premium in advance.

The **Required Premium Period** is the total number of consecutive policy years that the Required Premium must be paid. This period is shown in the Policy Data. This period begins on the Policy Date.

A **Rider** is an attachment to the policy that provides an additional benefit.

Survivor means the second to die of the Joint Insureds.

Written Request means a signed request in a form satisfactory to us that is received at our Administrative Office.

OWNERSHIP

Owner of the Policy -- The Owner is entitled to the rights granted under this policy before the Survivor's death. The Joint Insureds together will be the Owner, unless someone else is named as the Owner in the application or otherwise in accordance with this policy. If the Joint Insureds are the Owner, the Survivor will be the sole Owner after the First Death. If the Owner is an individual who is not a Joint Insured and dies before the Survivor, the rights of the Owner belong to the executor or administrator of the Owner's estate unless otherwise provided in the policy. If the Owner is a partnership, the rights belong to the partnership as it exists when a right is exercised.

Exercising Policy Rights -- If ownership of this policy is shared by more than one person, all such persons must sign each Written Request to exercise any right under this policy.

How to Change the Owner -- You may change the Owner while the Survivor is living by notifying us in a form and manner acceptable to us. The change will not be effective until we record it at our Administrative Office.

Assignment of the Policy -- We are not responsible for the adequacy of any assignment. However, if you file the assignment with us and we record it at our Administrative Office, your rights and those of any revocable Beneficiary will be subject to it.

THE BENEFICIARY

Who Receives the Death Benefit -- If the Survivor dies while this policy is in force, we will pay the death benefit to the Beneficiary. The Beneficiary is as designated in the application, unless changed as shown under "How to Change a Beneficiary" below. If the Beneficiary is a partnership, we will pay the death benefit to the partnership as it existed when the Survivor died.

Protection of the Death Benefit -- To the extent permitted by law, no death benefit will be subject to the claims of the Beneficiary's creditors or to any legal process against the Beneficiary.

If the Beneficiary Dies -- If any Beneficiary dies before the Survivor, that Beneficiary's interest in the death benefit will end. If any Beneficiary dies at the same time as the Survivor, or within 30 days after the Survivor, that Beneficiary's interest in the death benefit will end if no benefits have been paid to that Beneficiary. If the interests of all Beneficiaries have ended when the Survivor dies, we will pay the death benefit to you. If you are not living at that time, we will pay the death benefit to your estate.

How to Change a Beneficiary -- You may change the designated Beneficiary while the Survivor is living by notifying us in a form and manner acceptable to us. The change will not be effective until we record it at our Administrative Office. Even if the Survivor is not living when we record the change, the change will take effect as of the date it was signed. However, any benefits we pay before we record the change will not be subject to the change.

A Beneficiary designated irrevocably may not be changed without the written consent of that Beneficiary.

PAYMENT OF THE DEATH BENEFIT

Proof of Death – Any death benefit payable because of the death of the Survivor will be paid when we receive due proof of the death of both Joint Insureds while this policy was in force. Upon the Survivor's death, such proofs must be sent to us at our Administrative Office. We must be notified of the First Death within a reasonable time; but in no event later than one year after the date of the First Death. We will send appropriate forms to the Beneficiary upon request. Any of our agents will help the Beneficiary fill out the forms without charge.

Interest on Life Insurance Proceeds -- We will pay interest on the proceeds of any benefit paid under this policy more than 30 days after we receive due proof of the death of both Joint Insureds. We will pay interest for the period from the date of the Survivor's death to the date the payment is made. The interest rate will be at least 8%, or higher if required by law.

Death Benefit -- The amount of the death benefit may be affected by other policy provisions, such as Policy Loans, Misstatement of Age or Sex and Partial Surrenders.

Death Benefit Options -- The death benefit payable under this policy is based on whether you have chosen Option L or Option R as shown in the Policy Data. If you did not choose an option in the application, Option L will automatically take effect.

Level Option (Option L): The death benefit will be the greatest of:

- (a) the face amount of the Base Policy;
- or
- (b) the death benefit factor multiplied by the policy's Accumulation Value on the date of the Survivor's death;
- or
- (c) the amount required for the policy to qualify as a life insurance contract under Section 7702 of the Internal Revenue Code.

Return of Premium Option (Option R): The death benefit will be the greatest of (a), (b), or (c):

- (a) the lesser of 1) and 2):
 - 1) Four times the face amount of the Base Policy.
 - 2) The sum of:
 - (i) the face amount of the Base Policy;
 - plus
 - (ii) the total amount of all Gross Premium payments for the Base Policy minus any partial surrenders and premium refunds as of the date of death of the Survivor;
- or
- (b) the death benefit factor multiplied by the policy's Accumulation Value on the date of the Survivor's death;
- or
- (c) The amount required for the policy to qualify as a life insurance contract under Section 7702 of the Internal Revenue Code.

(See Accumulation Values provision for details.)

We will reduce the death benefit by any existing Policy Loans and by the portion of any grace period payment necessary to provide insurance to the date of the Survivor's death.

The death benefit factors are shown in this policy's data pages.

This policy is intended to qualify under Section 7702 of the Internal Revenue Code as a life insurance contract for federal tax purposes. The death benefit under this policy is intended to qualify for the federal income tax exclusion. The provisions of this policy (including any Rider or endorsement) will be interpreted to ensure tax qualification, regardless of any language in this policy to the contrary.

To the extent that the death benefit is increased to maintain qualification as a life insurance contract, appropriate adjustments will be made in any Monthly Deductions or supplemental benefits as of that time, retroactively or otherwise, that are

consistent with such an increase. Retroactive adjustments to the Monthly Deduction may be made by right of setoff against any death benefits payable. Prospective adjustments will be reflected in the Monthly Deduction.

SIMULTANEOUS DEATHS OF THE JOINT INSURED

If the Joint Insureds die simultaneously, any death benefit payable under the Base Policy will be paid as though the older Joint Insured died first.

PREMIUMS

We will accept any amount you send us as a premium payment while this policy is in force, subject to the Premium Limitation provision and these conditions:

1. The minimum initial premium shown in the Policy Data is payable on or before the Policy Date. Subsequent premiums may be sent to our Administrative Office or you may pay them to an agent we authorize to receive premiums. We will give you a receipt if you ask for one. Premiums received on or before the Policy Date will only begin to earn interest as of the Policy Date.
2. You must pay the Required Premiums for the Base Policy for the Required Premium Period shown in the Policy Data. These premiums may be paid cumulatively in advance. At the end of each policy year in the Required Premium Period, we will calculate the cumulative total of all Gross Premiums paid for the Base Policy, less any refunds and Partial Surrenders. This amount must equal or exceed the cumulative sum of the Required Premiums for the Base Policy for the number of policy years completed, or your policy will enter the grace period.
3. You may pay premiums at any time prior to the policy anniversary nearest Exact Age 121. Each premium must be at least \$25 and may not exceed the limits described in the Premium Limitation provision below.

If you stop paying premiums after the Required Premium Period, your coverage will continue until the Net Cash Value is insufficient to pay the Monthly Deduction due. At that time, your policy will enter the grace period. (See Grace Period provision.)

Beginning with the policy anniversary nearest Exact Age 121, billing will cease and no further premium payments will be accepted.

Premium Limitation -- We reserve the right to refund any unscheduled premium during a particular policy year if the total premium paid:

- (a) increases the difference between the death benefit and the Accumulation Value; and
- (b) is more than \$20 per thousand of face amount and more than three times the total of the Monthly Deductions for the last year.

We also reserve the right to refund any unscheduled premiums that exceed \$25,000 in any 12-month period.

We will not refund any amount if doing so would cause your policy to enter the grace period before the next anniversary.

As of the end of any policy year, if the premiums paid exceed the amount allowable if this policy is to continue to qualify as a life insurance contract under Section 7702 of the Internal Revenue Code, as such Section is in effect at the time this policy is issued, and the regulations thereunder, we will remove the excess amount of premiums paid from the policy, with interest, as of the end of that policy year. We will refund to you this excess amount (including interest) within 60 days after the end of that policy year.

Such an excess amount could occur, for example, as a result of a Partial Surrender or other change in the benefits or terms of the policy, since the premium amount allowable for the policy may be reduced.

The amount refundable will not exceed the Net Cash Value of the policy. If the entire Net Cash Value is refunded, we will treat the transaction as a full surrender of your policy.

Continuation of Insurance -- If you stop paying premiums, we will automatically continue your policy at the same face amount and with any additional benefits provided by Rider, subject to the grace period and any premium requirements that may be in effect. Refer to the Premiums provision and the Monthly Deduction provision for further explanation.

Grace Period -- During the Required Premium Period, a grace period is a period of 61 days beginning on:

1. a policy anniversary on which the cumulative Required Premiums for the Base Policy have not been paid as specified in the Premiums provision; or
2. a monthly policy date on which: (a) the policy's Accumulation Value minus any existing loan is less than Monthly Deductions due and any loan interest due and unpaid ; and/or (b) the unloaned Net Cash Value is less than any loan interest due and unpaid.

After the Required Premium Period and prior to the policy anniversary nearest Exact Age 111, a grace period is a period of 61 days beginning on a monthly policy date when the policy's Net Cash Value is less than the total Monthly Deductions due, plus any loan interest due and unpaid.

Beginning on the policy anniversary nearest Exact Age 111, a grace period is a period of 61 days beginning on a policy anniversary on which any loan interest due has not been paid in cash, and the policy's Accumulation Value minus any existing loan is less than the loan interest due not paid in cash.

If this policy enters the grace period, we will let you know by sending you a Notice. The Notice will tell you the amount you must pay to keep the policy in force. You must pay this amount before the grace period ends. If you do not pay enough, this policy will Lapse at the end of the 61 days. If there is any Net Cash Value remaining at the end of the grace period, we will apply it to the Nonforfeiture Option. (See Nonforfeiture Option provision.)

During the grace period, we will not charge interest on the amount due. If the Survivor dies during the grace period and before you pay the amount due, we will subtract from the death benefit the amount required to provide insurance to the date the Survivor died.

Premium Qualification Credit -- On each policy anniversary during the Required Premium Period for the Base Policy, if you have paid the cumulative Required Premiums for the Base Policy as described in the Premiums provision, you will qualify for the Premium Qualification Credit for that policy year. We will add the Premium Qualification Credit to the Accumulation Value of the Base Policy at the beginning of the following policy year. The credit will be a percentage of the Base Policy's Required Premium as shown in the Policy Data.

Reinstatement -- If this policy lapses, it may be reinstated provided it was not surrendered. To Reinstatement the policy, you must meet the following conditions:

1. You must request Reinstatement in writing within three years after the date of Lapse.
2. If only one Joint Insured is alive when you request Reinstatement, the other Joint Insured's death must have occurred prior to the end of the Grace Period, and proof of such death must have been submitted prior to the Reinstatement.
3. Evidence of insurability satisfactory to us must be provided for:
 - (a) Both Joint Insureds, if the Lapse occurred while both Joint Insureds were living; or
 - (b) The Survivor, if the Lapse occurred after the First Death.

In either event, the evidence of insurability provided must be sufficient to satisfy us that the Joint Insureds, or the Survivor in the case of a First Death, continue to qualify for the same class of risk and rating upon which we based the issuance of this policy.

4. If any loans existed when the policy lapsed, you must repay or reinstate them with interest. Interest will be compounded annually from the date of Lapse. Interest will be at the loan Reinstatement Interest Rate of 8.00% (7.40% in advance).
5. The reinstated policy will be subject to the minimum premium requirement during the Required Premium Period. (See first paragraph under number 2 of the Premiums provision.)

If the policy lapsed insurance during the Required Premium Period and is reinstated in a different policy year, you must pay a premium large enough to meet the minimum premium requirement at the time of Reinstatement, with interest. Interest will be compounded annually at the Reinstatement Interest Rate shown in the Policy Data. If the policy lapsed after the Required Premium Period, or if it lapsed during one year of the Required Premium Period and is reinstated in the same policy year, you must pay a premium large enough to cover two Monthly Deductions due when the policy lapsed and three Monthly Deductions due when the policy is reinstated.

6. If the policy Lapsed, you must repay any Net Cash Value we paid to you at the time of Lapse, with interest. Interest will be compounded annually at the Reinstatement Interest Rate shown in the Policy Data.
7. If the policy is reinstated during the Surrender Penalty Period, any applicable Surrender Penalties in effect for the reinstated policy will be calculated from the original Policy Date.

The effective date of a Reinstatement will be the date we approve your request to Reinstatement.

The Accumulation Value of the reinstated policy will be: the Surrender Penalty assessed at the time of Lapse; plus any Net Cash Value we paid you at the time of Lapse; plus any loan repaid or reinstated; plus the Net Premium you pay at Reinstatement; minus any Monthly Deductions due at the time of Lapse.

GUARANTEED VALUES

Accumulation Values -- The Accumulation Value of the policy on the Policy Date is equal to all Net Premiums whose Gross Premiums were received on or before the Policy Date. The Accumulation Value of the policy on any monthly policy date after the Policy Date is equal to:

1. its Accumulation Value on the last monthly policy date, plus interest on that amount;
- plus 2. any Premium Qualification Credit amount added to it on the last monthly policy date, plus interest on that amount;
- plus 3. all Net Premiums paid into it less any refunds since the last monthly policy date, plus interest from the date each corresponding Gross Premium was received in the Administrative Office to the monthly policy date;
- minus 4. the Monthly Deduction charged against it on the last monthly policy date, plus interest on that amount;
- minus 5. any Partial Surrenders charged against it, including pro rata Surrender Penalties, since the last monthly policy date, plus interest on that amount from each Partial Surrender date to the monthly policy date.

The Accumulation Value of the policy on any specified date that falls between any two monthly policy dates is equal to:

1. the Accumulation Value on the last monthly policy date, plus accrued interest from the last monthly policy date to the specified date;
- plus 2. any Premium Qualification Credit amount added to it on the last monthly policy date, plus accrued interest on that amount;
- plus 3. all Net Premiums paid into it less any refunds since the last monthly policy date, plus accrued interest from the date each corresponding Gross Premium was received in the Administrative Office to the specified date;
- minus 4. the Monthly Deduction charged against it on the last monthly policy date, plus accrued interest on that amount;
- minus 5. any Partial Surrenders charged against it, including pro rata Surrender Penalties, since the last monthly policy date, plus accrued interest on that amount from each Partial Surrender date to the specified date.

A Table of Illustrative Policy Values and Benefits is included in this policy. It is based on the information you gave us when the policy was issued. The values shown may change as the declared interest rates, your premium payments, and other factors change from the illustrated data. Every year, we will send you a statement of actual policy values.

Guaranteed Interest Rates -- Except for premium received before the Policy Date, the Net Premium accrues interest from the date we receive its corresponding Gross Premium in the Administrative Office. Interest is credited monthly on each monthly policy date.

Premiums received on or before the Policy Date will only begin to earn interest as of the Policy Date. The guaranteed minimum interest rate for all policy years is shown in the Policy Data.

Prior to the policy anniversary nearest Exact Age 121, we may declare an interest rate higher than the guaranteed minimum at any time. We will never declare an interest rate that is lower than the guaranteed minimum interest rate. We may change the declared rate at any time without notice.

Beginning on the policy anniversary nearest Exact Age 121, the policy Accumulation Value will accrue interest at the guaranteed minimum interest rate.

The interest rate for any portion of the Accumulation Value equal to the amount of any existing policy loan will be the effective annual loan interest rate less 2.5%.

Please see "Cash Value: Policy Loans" for more information.

Monthly Deduction Rates -- We will determine the Monthly Deduction Rate for each policy month at the beginning of that policy month. The Monthly Deduction Rate for the Base Policy will depend on: the face amount of the policy; each Joint Insured's sex; each Joint Insured's smoker or nonsmoker status; each Joint Insured's class of risk and rating as of the Policy Date; the number of years that the policy has been in force; and each Joint Insured's Age on the Policy Date.

A table of Guaranteed Maximum Monthly Deduction Rates for the Base Policy is shown in the Policy Data. We may use rates lower than these guaranteed maximum Monthly Deduction Rates. We will never use higher rates.

Any change in the Monthly Deduction Rates will be prospective and will be subject to our expectations as to future cost factors. Such cost factors may include, but are not limited to: mortality; expenses; interest; persistency; and any applicable federal, state and local taxes.

Guaranteed Maximum Monthly Expense Charge Per Thousand -- The Guaranteed Maximum Monthly Expense Charge Per Thousand rates for the Base Policy are shown in the Policy Data. We may use an expense charge rate that is lower than the Guaranteed Maximum Monthly Expense Charge Per Thousand rate. We will never use higher expense charge rates.

Monthly Deduction -- At the beginning of each policy month, we will take the Monthly Deduction for that policy month from the Accumulation Value of the policy. The Monthly Deduction is equal to:

- (a) the Monthly Deduction Rate, times .001, times the difference between the death benefit and the Accumulation Value of the policy at the beginning of the policy month;
- plus (b) the Monthly Deduction for any Riders;
- plus (c) the Policy Fee;
- plus (d) the Monthly Expense Charge Per Thousand rate times .001, times the face amount of the Base Policy.

CASH VALUE

You may borrow the Net Cash Value, or take part of it or all of it as a partial or full surrender of the policy. All of these transactions are described in this section. We guarantee that the Cash Value always equals or exceeds the amount required by the law in effect at the time of issue in the jurisdiction in which the application for this policy was signed.

Policy Loans -- We will make loans subject to the following conditions:

1. The maximum amount allowed is the Accumulation Value as of the date of the loan request, minus:
 - a. any existing policy loan(s); and
 - b. interest on the amount of the loan to the end of the policy year; and
 - c. the full Surrender Penalty or two Monthly Deductions, whichever is greater.

2. You must pay interest on the total loan balance each year in advance. The interest is due on the policy anniversary. The annual loan interest rate is 8.00% (7.40% in advance). If you do not pay the interest when it is due, we will add the amount of interest to the loan. We will charge interest on this amount at the same interest rate being charged on the loan.
3. You must assign the policy to us to the extent of the outstanding loan. If the Survivor dies, we will deduct the outstanding loan from the death benefit before we pay the death benefit to the Beneficiary.
4. The loan will be secured by a portion of the Accumulation Value equal to the amount of the loan.

Loan Repayment -- You may repay any part of any outstanding loan at any time while either Joint Insured is living.

If you wish to make a loan repayment, you must tell us that the payment you send us is for that purpose. Unless your payment is clearly marked as a loan repayment, we will assume it is a premium payment unless it is received after the policy anniversary nearest Exact Age 121. When we receive a loan repayment, we will apply it to the portion of the Accumulation Value that secures the loan. If a payment would cause the policy to fail to qualify as a life insurance contract under Section 7702 of the Internal Revenue Code as such Section is in effect at that time, and the regulations thereunder, the portion of the payment that cannot be accepted as premium will be applied against any outstanding policy loans before a refund is made.

Loan repayments will first be applied to the loans with the most recent loan dates.

Your policy will not automatically Lapse if you do not repay a loan. However, the Net Cash Value must be large enough during the Required Premium period to cover any loan interest due and unpaid and after the Required Premium period to cover the Monthly Deduction due and any loan interest due and unpaid, or the policy will enter the grace period. (See Grace Period provision for details.)

If the policy loan interest due is not paid in cash by you, a new loan will be created to cover the interest, if there is sufficient Net Cash Value. The new loan will have the same interest rate as the loan to which it is added.

Partial Surrender -- At any time after the Free-Look Period, you may surrender a portion of this policy's Net Cash Value by sending us a Written Request, subject to the limitations described below. We will deduct the surrender amount and any Surrender Penalty from the policy's Accumulation Value.

In any policy year, the maximum amount that you may receive by Partial Surrender is:

- 1) the Accumulation Value;
- minus 2) any existing policy loans;
- minus 3) the sum of 3 Monthly Deductions;
- minus 4) the greater of \$25 or the full Surrender Penalty.

If you request a Partial Surrender larger than the maximum described above, we will treat it as a request for a full surrender of the policy.

During the Surrender Penalty Period, a pro rata Surrender Penalty will be assessed on any surrender amount you request. The minimum pro rata Surrender Penalty is \$25. After all Surrender Penalty Periods have expired, we will assess a \$25 Surrender Penalty on any Partial Surrender.

If the Death Benefit Option is Option L, we will also reduce the total face amount of the policy by the amount of the Partial Surrender and the Surrender Penalty. If the Death Benefit Option is Option R, we will also reduce the total face amount of the policy by the Surrender Penalty and the amount of the Partial Surrender that exceeds the cumulative Gross Premiums paid minus the sum of all previous partial surrenders and premium refunds.

If the new face amount would be less than \$250,000, our published minimum for this plan, then the Partial Surrender will not be allowed.

The surrender penalty will be equal to A times B divided by D, below, but not more than E times B divided by C. For purposes of these calculations:

- A is the surrender amount;
- B is the surrender penalty factor for the current policy year;
- C is 1000;
- D is 1000 minus the surrender penalty factor for the current policy year; and
- E is the face amount of the policy.

The Surrender Penalty Period and the corresponding Surrender Penalties are shown in the Policy Data.

During the Required Premium Period, the sum of all Partial Surrenders may not exceed the sum of all Gross Premiums paid, less the sum of all refunds and the sum of all Required Premiums since the Policy Date. (See number 2 of the Premiums provision.)

OPTION TO CHANGE THE FACE AMOUNT

Increasing the Face Amount – An increase in the face amount of this policy will not be allowed.

Decreasing the Face Amount -- You may request a decrease in the face amount of this policy if all the following conditions are met:

1. You must make a Written Request to us.
2. At the request date, this policy must be in force and at least one of the Joint Insureds must be living.
3. The amount of the reduction in face amount must be at least \$25,000.
4. The new face amount may not be less than \$250,000, our published minimum face amount for this plan.
5. The decrease of the face amount of this policy may only be effective as of a policy anniversary.

The decrease of the face amount of this policy may cause a change in the Monthly Deduction rates and Monthly Expense Charge Per Thousand rates.

A Surrender Penalty will result from the decrease in the face amount if the decrease is made during the Surrender Penalty Period. The Surrender Penalty is equal to A times B divided by C, where:

- A is the full Surrender Penalty for the current policy year;
- B is the amount of the decrease in the face amount; and
- C is the face amount of the Base Policy before the decrease.

We will issue new Policy Data pages showing the new face amount(s). After the decrease, the Monthly Deduction rates, monthly expense charge per thousand rates and any future Surrender Penalties will be based on the new face amount of this policy.

If the face amount of this policy is decreased during the Required Premium Period, we will recalculate the Required Premium for the remainder of the Required Premium Period based on the new face amount.

NONFORFEITURE OPTION

You may surrender this policy for the Net Cash Value.

There is a Table of Surrender Penalties shown in the Policy Data. We will use the factors in the table to determine the Surrender Penalty we will apply. To calculate the full Surrender Penalty for the Base Policy, find the factor for the current policy year. Multiply this factor by the number of thousands of face amount of the Base Policy. This is the full Surrender Penalty for the Base Policy. There is no Surrender Penalty for the Base Policy after the end of the Surrender Penalty Period for the Base Policy. The Surrender Penalty Period is shown on the Table of Surrender Penalties in the Policy Data.

If you request a full surrender within 30 days after a policy anniversary, the surrender value will not be less than the surrender value on that anniversary, including any Premium Qualification Credit, less any loans and Partial Surrenders (including pro rata Surrender Penalties) made after the last policy anniversary.

OPTION TO SPLIT THE POLICY

Benefit -- Subject to the following conditions and restrictions, you have an option ("the option") to apply for exchange of this policy for individual policies, one on each of the Joint Insureds, upon the occurrence of either of the contingent events listed below. An individual policy issued in exchange for this policy is referred to in this section as the "new policy". A new policy may not exceed 50% of the face amount shown on Data Page 2 of this policy.

If both of the Joint Insureds receive a new policy equal to 50% of the face amount of this policy, then the Accumulation Value and any outstanding policy loans under this policy will be divided and allocated equally to each new policy.

If either or both of the Joint Insureds receives a new policy that is less than 50% of the face amount of this policy, then the Accumulation Value and any outstanding policy loans under this policy will be divided and allocated to each new policy according to the split percentages of the face amounts of the new policies ("the pro rata portion").

If two new policies are issued and the face amount of at least one of the new policies is less than 50% of the face amount of this policy; or if a new policy on the life of only one of the Joint Insureds is issued, we will refund a pro rata portion of the Net Cash Value to you.

Contingent Events -- You may apply for the option upon the occurrence of either of the following contingent events:

1. A final divorce decree has been issued with respect to the marriage of the Joint Insureds. The Joint Insureds must have been married to each other when this policy was issued.
2. A change to federal estate tax provisions of the Internal Revenue Code of 1986 ("IRC") has occurred which results in either (a) or (b):
 - (a) IRC Section 2056(a), or its successor, is amended so as to eliminate or reduce the federal estate tax unlimited marital deduction.
 - (b) IRC Section 2001, or its successor, is amended so that the federal estate tax rates are reduced. The reduction must be such that the amount of federal estate tax that would be due at the death of the Survivor is 50% or less of the tax that would have been due before the change to the IRC.

We will not notify you of any tax law changes which may affect this policy.

A policy split may have possible tax consequences. You should consult a qualified tax advisor.

Effective Date -- If we approve the exchange, the effective date of the exchange will be the date the option is exercised.

Application -- To apply for this option, you must notify our Administrative Office in writing within 6 months of the date that either of the contingent events occurs. In the case of events involving changes to the Internal Revenue Code, the 6 months will be counted from the date the change in the law is effective.

We must also receive all of the following in order to process the exchange.

1. The release of any lien against or collateral assignment of this policy. However, you may instead submit written approval by the lien holders or assignees of the exchange of policies in a form satisfactory to us with such other documents as we may require.
2. Evidence of insurability satisfactory to us from each Joint Insured who is to be covered under a new policy.
3. This policy.
4. A policy change application containing your request to exercise this option, a request to surrender this policy, and your written consent to the exchange.
5. A copy of the final divorce decree, if applicable.
6. Payment of any amount due for the exchange, if applicable.

The application for this policy and the policy change application will be considered to be the application for each new policy.

New Policy -- The exchange must be to a flexible premium adjustable life plan, on a form designated by us for such purpose. We will have at least one form available for exchanges. Each new policy issued will be based on the sex, age, class of risk and smoking status of the applicable Joint Insured as of the date of the exchange. The premiums for each new policy will be based on our published rates in effect on the date of the request to split this policy. Riders that form a part of this policy, and any new Riders requested, will become a part of each new policy only if we agree to provide them on the date of the exchange. Each new policy will take effect immediately upon termination of this policy. Under no circumstances will we pay a death benefit under both this policy and the new policy on the same insured.

The policy date of the new policy will be the date the option is exercised.

Loans and Assignment -- Any policy loan will be divided and transferred on a pro rata basis to each new policy. If there is an assignment on this policy and you want to carry over that assignment to the new policy, you will need to execute a new assignment.

Exchange Adjustments -- The following adjustments may be made at the time of the exchange:

1. If one of the Joint Insureds does not receive a new policy and this policy is still in the Surrender Penalty Period, a pro rata Surrender Penalty will be deducted from the portion of the Accumulation Value, less any pro rata loans, attributable to that Joint Insured.
2. If one or both of the Joint Insureds receive a new policy for less than 50% of the face amount of this policy and this policy is still in the Surrender Penalty Period, we will deduct a pro rata Surrender Penalty from the Accumulation Value less any loans not applied to the new policy. We will also deduct the pro rata portion of the loan not applied to the new policy from any Cash Value refunded.
3. If both Joint Insureds receive a new policy for 50% of the face amount of this policy, and this policy is in the Surrender Penalty Period, we will waive the pro rata Surrender Penalty applicable to this policy.
4. The Surrender Penalty Period, if any, of the new policy will begin on the policy date of the new policy.
5. The minimum initial premium for each new policy will be equal to a one time premium which is the cumulative total of the required annual premiums applicable to the new policy for the number of years that this policy was in force, less the total Accumulation Value transferred into the new policy, less any loans transferred into the new policy.

This one time premium will be applied to the new policy as a Gross Premium.

Evidence of Insurability -- When you request this option, we will require evidence of insurability satisfactory to us from each Joint Insured who is to be covered under a new policy.

Ownership -- If the Joint Insureds are the Owners of this policy, each will be the Owner of the new policy on his or her own life. If the Owner of this policy is someone other than the Joint Insureds, the Owner of this policy will be the Owner of each new policy. If the requested Owner(s) on either new policy is different than that in this policy, we will require a transfer of ownership form completed by the Owner(s) of this policy, and we may require evidence of insurable interest in the life of the Insured under the new policy.

Suicide and Incontestability -- If we approve the exchange, the period for which the Joint Insureds were covered prior to the date of the exchange will be used to offset the time period for the suicide exclusion and Incontestability provision under the new policies.

Beneficiary -- The Beneficiary of the new policies will be the same as the Beneficiary of this policy. If, however, the requested beneficiary(ies) on either new policy is different than in this policy, we will require a change of beneficiary form completed by the Owner(s) of this policy, and we may require evidence of insurable interest in the life of the Insured under the new policy.

Termination of Option -- This option terminates on the earliest of the following dates:

1. the date of the First Death.
2. the date you elect to exchange this policy under the Guaranteed Policy Split Option Rider or the Option to Split the Policy provision of this policy.
3. the date this policy is surrendered or terminated.
4. the date this policy lapses under this policy's Grace Period provision.

Misstatement of Age -- We will follow these rules:

1. If a misstatement of either Joint Insured's age is found before this option is used and this policy's death benefit is reduced as a result, the face amount of each new policy will be based on the adjusted face amount of this policy.
2. If a misstatement of either Joint Insured's age is found after this option is used, the death benefit amount under the new policy will be subject to the Misstatement of Age provision of the new policy.

Policy Changes -- If the face amount of this policy is changed for any reason, we will proportionately change the benefit amount of the option.

PAYMENT OF CASH VALUE AND LOANS

We may delay paying you the partial or full surrender values of this policy for up to 6 months after we receive your Written Request for the surrender. We may delay making a loan to you for up to 6 months after we receive your written request for the loan. We will not delay any loan made to pay premiums due us on any policy.

POLICY STATEMENTS AND ILLUSTRATIONS

We will send you a statement at least once a year without charge showing: the face amount; Accumulation Value; Cash Value; loans; Partial Surrenders; Premium Qualification Credits; premiums paid; and charges as of the statement date. Upon Written Request at any time, we will send you an illustration of your policy benefits and values. There will be no charge for the first such illustration in each policy year. We reserve the right to charge a reasonable fee for any illustration after the first in any policy year.

BASIS OF COMPUTATION

The guaranteed Cash Values of the policy are not less than the minimum values required by the jurisdiction in which the application for this policy was signed. The guaranteed Cash Values are equal to the Accumulation Value based on the guaranteed Monthly Deductions and the guaranteed minimum interest rate shown in the Policy Data, less any Surrender Penalty.

Calculation of minimum Cash Values and nonforfeiture benefits are based on the 2001 Commissioners Standard Ordinary Smoker or Nonsmoker Ultimate Mortality Tables for males or females, age nearest birthday. Deaths are assumed to occur at the end of the policy year.

Reserves for male and female lives are based on the 2001 Commissioners Standard Ordinary Smoker or Nonsmoker Ultimate Mortality Tables for males or females, age nearest birthday. In no instance will the reserves be less than the cash surrender values.

As required, we have filed the method we used to compute minimum Cash Values and nonforfeiture benefits with the supervisory official of the jurisdiction in which the application for this policy was signed. Cash surrender values will always meet or exceed minimum values on the statutory nonforfeiture basis, which is described in each of the preceding paragraphs.

GENERAL PROVISIONS

Incontestability of the Policy -- Except for fraud or nonpayment of premiums, this policy will be incontestable with respect to each Joint Insured after it has been in force during the lifetime of that Joint Insured for two years from the date of issue. This provision does not apply to any rider providing benefits specifically for disability or death by accident.

We must be notified of the First Death if it occurs during the first two years the policy is in force. If the policy is rescinded for any contestable reason (e.g. material misrepresentation), we will be liable only for the amount of premiums paid, less any Partial Surrenders and any outstanding loans and loan interest due. The policy will be rescinded as of the Policy Date.

The Insureds, Owner and Beneficiary are obligated to cooperate in any contestability investigation that the Company may conduct, including supplying the Company with necessary authorizations for medical and other information.

Amount We Pay is Limited in the Event of Suicide -- If either Joint Insured dies by suicide, while sane or insane, within two years from the date of issue, we will be liable only for the amount of premiums paid, less any Partial Surrenders, loans and loan interest due.

Misstatement of Age or Sex in the Application -- If there is a misstatement of both or either Joint Insured's age or sex in the application, we will adjust the excess of the death benefit over the Accumulation Value to that which would be purchased by the most recent Monthly Deduction at the correct age or sex. There will be no adjustment beyond the policy anniversary nearest age 121 of the younger of the two Joint Insureds.

The Policy is our Entire Contract with You -- We have issued this policy in consideration of the application and your initial premium payment. A copy of the application is attached and is part of this policy. The policy, including the application and any endorsements and Riders, forms our entire contract with you. All statements made by or for a Joint Insured will, in the absence of fraud, be considered representations and not warranties. We will not use any statement made by or for a Joint Insured to deny a claim unless the statement is in the application and the application is attached to this policy when we issue or deliver the policy.

Who Can Make Changes in the Policy -- Only our President or a Vice President, together with our Secretary, have the authority to make any change in this policy. Any change must be in writing.

Termination of Insurance -- This policy will terminate at the earliest of:

1. the date of your Written Request to surrender or terminate; or
2. the date the policy is exchanged under the Guaranteed Policy Split Option Rider or the Option to Split the Policy provision of this policy; or
3. the date of Lapse.

No Dividends are Payable -- This is nonparticipating insurance. It does not participate in our profits or surplus. We do not distribute past surplus or recover past losses by changing the Monthly Deduction rates.

SETTLEMENT PROVISIONS

When the Survivor dies while the policy is in force, we will pay the death benefit in a lump sum unless you or the Beneficiary chooses a settlement option. You may choose a settlement option while the Survivor is living. The Beneficiary may choose a settlement option after the Survivor has died. The Beneficiary's right to choose will be subject to any settlement agreement in effect at the Survivor's death.

You may also choose one of these options as a method of receiving the surrender proceeds, if any are available under this policy.

When we receive a satisfactory written request, we will pay the benefit according to one of these options:

Option A: Installments for a Guaranteed Period -- We will pay equal installments for a guaranteed period of from one to thirty years. Each installment will consist of part benefit and part interest. We will pay the installments monthly, quarterly, semi-annually or annually, as requested.

Option B: Installments for Life with a Guaranteed Period -- We will pay equal monthly installments as long as the payee is living, but we will not make payments for less than the guaranteed period the payee chooses. The guaranteed period may be either 10 years or 20 years. We will pay the installments monthly. See Table B on the last page.

Option C: Benefit Deposited with Interest -- We will hold the benefit on deposit. It will earn interest at the annual interest rate we are paying as of the date of death or surrender. We will pay the earned interest monthly, quarterly, semi-annually or annually, as requested. The payee may withdraw part or all of the benefit and earned interest at any time.

Option D: Installments of a Selected Amount -- We will pay installments of a selected amount until we have paid the entire benefit and accumulated interest.

Option E: Annuity -- We will use the benefit as a single premium to buy an annuity. The annuity may be payable to one or two payees. It may be payable for life with or without a guaranteed period, as requested. The annuity payment will not be less than what our then current annuity contracts are then paying.

The payee may arrange any other method of settlement as long as we agree to it. The payee must be an individual receiving payment in his or her own right. There must be at least \$10,000 available for any option and the amount of each installment to each payee must be at least \$100. If the benefit amount is not enough to meet these requirements, we will pay the benefit in a lump sum.

We will pay the first installment under any option on the date of death or surrender, whichever applies. Any unpaid balance we hold under Options A, B or D will earn interest at the rate we are paying at the time of settlement. Any benefit we hold will be combined with our general assets.

If the payee does not live to receive all guaranteed payments under Options A, B, D or E or any amount deposited under Option C, plus any accumulated interest, we will pay the remaining benefit as scheduled to the payee's estate. The payee may name and change a successor payee for any amount we would otherwise pay the payee's estate.

TABLE B Monthly Installment for Each \$1,000 Payable under Option B

Male Payee														
Guaranteed Period			Guaranteed Period			Guaranteed Period			Guaranteed Period			Guaranteed Period		
Age	10 Yrs.	20 Yrs.	Age	10 Yrs.	20 Yrs.	Age	10 Yrs.	20 Yrs.	Age	10 Yrs.	20 Yrs.	Age	10 Yrs.	20 Yrs.
0	1.67	1.67	21	1.95	1.95	41	2.51	2.49	61	3.85	3.61	81	7.06	4.74
1	1.68	1.68	22	1.97	1.97	42	2.55	2.53	62	3.96	3.69	82	7.24	4.75
2	1.69	1.69	23	1.99	1.99	43	2.59	2.57	63	4.07	3.76	83	7.41	4.77
3	1.70	1.70	24	2.01	2.01	44	2.64	2.61	64	4.20	3.84	84	7.58	4.78
4	1.71	1.71	25	2.03	2.03	45	2.68	2.65	65	4.32	3.91	85	7.74	4.79
5	1.73	1.72	26	2.05	2.05	46	2.73	2.70	66	4.46	3.99	86	7.89	4.80
6	1.74	1.73	27	2.07	2.07	47	2.79	2.75	67	4.60	4.06	87	8.03	4.80
7	1.75	1.75	28	2.10	2.09	48	2.84	2.80	68	4.75	4.13	88	8.16	4.81
8	1.76	1.76	29	2.12	2.12	49	2.90	2.85	69	4.90	4.20	89	8.28	4.81
9	1.77	1.77	30	2.15	2.14	50	2.96	2.90	70	5.06	4.27	90	8.38	4.81
10	1.78	1.78	31	2.17	2.17	51	3.02	2.96	71	5.22	4.33	91	8.48	4.81
11	1.80	1.80	32	2.20	2.19	52	3.08	3.01	72	5.39	4.39	92	8.57	4.81
12	1.81	1.81	33	2.23	2.22	53	3.15	3.07	73	5.56	4.45	93	8.65	4.81
13	1.82	1.82	34	2.26	2.25	54	3.22	3.13	74	5.74	4.50	94	8.72	4.81
14	1.84	1.84	35	2.29	2.28	55	3.30	3.20	75	5.93	4.55	95	8.78	4.81
15	1.85	1.85	36	2.32	2.31	56	3.38	3.26	76	6.11	4.59	96	8.83	4.81
16	1.87	1.87	37	2.35	2.34	57	3.46	3.33	77	6.30	4.63	97	8.87	4.81
17	1.88	1.88	38	2.39	2.38	58	3.55	3.40	78	6.49	4.66	98	8.90	4.81
18	1.90	1.90	39	2.43	2.41	59	3.65	3.47	79	6.68	4.69	99	8.92	4.81
19	1.92	1.91	40	2.47	2.45	60	3.75	3.54	80	6.87	4.71	100	8.94	4.81
20	1.93	1.93												
Female Payee														
Guaranteed Period			Guaranteed Period			Guaranteed Period			Guaranteed Period			Guaranteed Period		
Age	10 Yrs.	20 Yrs.	Age	10 Yrs.	20 Yrs.	Age	10 Yrs.	20 Yrs.	Age	10 Yrs.	20 Yrs.	Age	10 Yrs.	20 Yrs.
0	1.68	1.68	21	1.94	1.94	41	2.45	2.44	61	3.66	3.51	81	6.93	4.74
1	1.69	1.69	22	1.96	1.96	42	2.49	2.48	62	3.76	3.59	82	7.13	4.75
2	1.70	1.69	23	1.98	1.98	43	2.53	2.51	63	3.87	3.67	83	7.33	4.77
3	1.71	1.71	24	2.00	2.00	44	2.57	2.55	64	3.98	3.74	84	7.52	4.78
4	1.72	1.72	25	2.02	2.02	45	2.61	2.59	65	4.09	3.82	85	7.69	4.79
5	1.73	1.73	26	2.04	2.04	46	2.66	2.64	66	4.22	3.90	86	7.86	4.80
6	1.74	1.74	27	2.06	2.06	47	2.70	2.68	67	4.35	3.98	87	8.01	4.80
7	1.75	1.75	28	2.08	2.08	48	2.75	2.73	68	4.49	4.06	88	8.15	4.81
8	1.76	1.76	29	2.10	2.10	49	2.80	2.77	69	4.64	4.14	89	8.27	4.81
9	1.77	1.77	30	2.13	2.12	50	2.86	2.82	70	4.79	4.21	90	8.38	4.81
10	1.78	1.78	31	2.15	2.15	51	2.91	2.88	71	4.95	4.28	91	8.48	4.81
11	1.80	1.80	32	2.18	2.17	52	2.97	2.93	72	5.12	4.35	92	8.57	4.81
12	1.81	1.81	33	2.20	2.20	53	3.03	2.99	73	5.30	4.42	93	8.64	4.81
13	1.82	1.82	34	2.23	2.22	54	3.10	3.04	74	5.49	4.47	94	8.71	4.81
14	1.84	1.84	35	2.26	2.25	55	3.17	3.10	75	5.68	4.53	95	8.77	4.81
15	1.85	1.85	36	2.29	2.28	56	3.24	3.17	76	5.88	4.57	96	8.82	4.81
16	1.86	1.86	37	2.32	2.31	57	3.32	3.23	77	6.09	4.62	97	8.86	4.81
17	1.88	1.88	38	2.35	2.34	58	3.40	3.30	78	6.30	4.65	98	8.90	4.81
18	1.90	1.89	39	2.38	2.37	59	3.48	3.37	79	6.51	4.69	99	8.92	4.81
19	1.91	1.91	40	2.42	2.41	60	3.57	3.44	80	6.72	4.71	100	8.94	4.81
20	1.93	1.93												

Transamerica Occidental
Life Insurance Company
Home Office: Cedar Rapids, IA 52499
Marketing Office: Los Angeles, CA 90051
Administrative Office: 4333 Edgewood Road N.E.
Cedar Rapids, IA 52499

POLICY FORM TAS

Individual Life Insurance

Joint and Last Survivor Adjustable Life Insurance
Minimum Premium Requirement
Shown in the Policy Data
Flexible Premiums Payable Thereafter
During Life of the Survivor of the Joint Insureds
Prior to the Policy Anniversary nearest Exact Age 121
Subject to the Limitations Described
in the Premiums Provision

Death Benefit Payable at Death of Survivor

Nonparticipating -- No Annual Dividends

<i>SERFF Tracking Number:</i>	<i>AEGD-125593451</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Transamerica Occidental Life Insurance Co.</i>	<i>State Tracking Number:</i>	<i>38622</i>
<i>Company Tracking Number:</i>	<i>07033 REVISED - INFORMATIONAL</i>		
<i>TOI:</i>	<i>L09I Individual Life - Flexible Premium</i>	<i>Sub-TOI:</i>	<i>L09I.002 Joint (Last Survivor)</i>
	<i>Adjustable Life</i>		
<i>Product Name:</i>	<i>TransAce Survivor 2008 correction - INFORMATIONAL</i>		
<i>Project Name/Number:</i>	<i>TransAce Survivor 2008 correction - INFORMATIONAL/07033/1-12105108</i>	<i>INFORMATIONAL</i>	

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number:	AEGD-125593451	State:	Arkansas
Filing Company:	Transamerica Occidental Life Insurance Co.	State Tracking Number:	38622
Company Tracking Number:	07033 REVISED - INFORMATIONAL		
TOI:	L09I Individual Life - Flexible Premium	Sub-TOI:	L09I.002 Joint (Last Survivor)
	Adjustable Life		
Product Name:	TransAce Survivor 2008 correction - INFORMATIONAL		
Project Name/Number:	TransAce Survivor 2008 correction - INFORMATIONAL/07033/1-12105108 INFORMATIONAL		

Supporting Document Schedules

	Review Status:	
Bypassed -Name:	Certification/Notice	04/03/2008
Bypass Reason:	This is an informational replacement of a previously approved form	
Comments:		

	Review Status:	
Bypassed -Name:	Application	04/03/2008
Bypass Reason:	Included with prior submission	
Comments:		

	Review Status:	
Bypassed -Name:	Health - Actuarial Justification	04/03/2008
Bypass Reason:	N/A	
Comments:		

	Review Status:	
Bypassed -Name:	Outline of Coverage	04/03/2008
Bypass Reason:	N/A	
Comments:		